the whole property by right of survivorship. *Held*, that he is entitled to the entire property. *Green* v. *Skinner*, 197 Pac. 60 (Cal.).

On sound principles, the deed here, duly executed and delivered to the depositary, should at once vest a future interest in the grantee. Aside from the question of acceptance, a majority of American jurisdictions so hold. *Bury* v. *Young*, 98 Cal. 446, 33 Pac. 338; *Brown* v. *Westerfield*, 47 Neb. 399, 66 N. W. 439. *Contra*, *Stonehill* v. *Hastings*, 202 N. Y. 115, 94 N. E. 1068. See Harry A. Bigelow, "Conditional Deliveries of Deeds of Land," 26 HARV. L. REV. 565, 576. This would sever the joint tenancy. See *Clerk* v. *Clerk*, 2 Vern. Ch. 323. See LITT., § 292. Many courts, however, hold that a grantor's power to clothe the grantee with ownership is not effectively exercised until acceptance by the grantee. *Hibberd* v. *Smith*, 67 Cal. 547, 8 Pac. 46; *Meigs* v. *Dexter*, 172 Mass. 217, 52 N. E. 75. If so, then here the survivor stepped in at the grantor's death. See Co. LITT., 185 b. *Cf. Bassler* v. *Rewodlinski*, 130 Wis. 26, 109 N. W. 1032. But whether the grantee should be given the advantages of ownership before acceptance, as is sometimes done by these same courts under the fiction of relation back, must depend not upon logic but upon a balance of the interests involved. See *Baker* v. *Snavely*, 84 Kan. 179, 183, 114 Pac. 370, 372. The courts rightly refuse to apply the fiction to cut off the intervening rights of a *bona fide* purchaser. *Waldock* v. *Frisco Lumber Co.*, 176 Pac. 218 (Okla.); *Jackson* v. *Rowland*, 6 Wend. (N. Y.) 666. But they adopt it when the dispute is between the grantee and an heir or widow of the grantor. *Wells* v. *Wells*, 132 Wis. 73, 111 N. W. 1111; *Smiley* v. *Smiley*, 114 Ind. 258, 16 N. E. 585; *Stephens* v. *Rinehart*, 72 Pa. St. 434. Clearly, no social policy exists to place the right of survivorship higher than the claims of an heir or the right of dower.

JUDGMENTS — OPERATION AS AGAINST THIRD PARTIES.— A "granted" an oil and gas lease to B for six years. A then conveyed the land to the defendant. Later, A started suit against B to annul the lease. The court, not aware that A had conveyed all his interest, dismissed the suit, and, on a counterclaim, extended B's lease a reasonable time to compensate for the interruption to his quiet enjoyment (*Leonard* v. *Busch-Everett Co.*, 139 La. 1099, 72 So. 749). The six-year term having expired, the defendant leased to the plaintiff, who paid some money down; but being warned off the land by B and learning of the decree extending B's lease, the plaintiff refused to go on with his lease, and sued to recover the money paid. From a judgment for the plaintiff the defendant appeals. *Held*, that the appeal be dismissed. *Standard Oil Co. of La.* v. *Webb*, 88 So. 808 (La.).

Where a lease purports to "grant," there is an implied covenant for quiet enjoyment. *Headley* v. *Hoopengarner*, 60 W. Va. 626, 55 S. E. 744. See *Stott* v. *Rutherford*, 92 U. S. 107, 109. See 1 TIFFANY, LANDLORD AND TENANT, § 79 a; RAWLE, COVENANTS FOR TITLE, 5 ed., §§ 272, 273. This has been held to apply to so-called oil and gas leases. *Knotts* v. *McGregor*, 47 W. Va. 566, 35 S. E. 899. See THORNTON, OIL AND GAS, 3 ed., §§ 98, 891. It has likewise been held that an action by the lessor against the lessee to recover possession is a breach of the implied covenant. *Levitzky* v. *Canning*, 33 Cal. 299. *Cf. Hubble* v. *Cole*, 88 Va. 236, 13 S. E. 441. But see *Callahan* v. *Goldman*, 216 Mass. 238, 103 N. E. 689. See 1 TIFFANY, LANDLORD AND TENANT, § 79 d (1); RAWLE, COVENANTS FOR TITLE, 5 ed., § 128. Since an oil and gas lease is specifically enforceable, equity might well under proper circumstances extend the term of the lease to compensate for the interruption. But the situation in *Leonard* v. *Busch-Everett Co.*, *supra*, was not a proper one for such relief. The true owner, the defendant in the principal case, was not joined; the decree was therefore not binding on him. *Dull* v. *Blackman*, 169 U. S. 243; *Gypsy Oil Co.* v. *Cover*, 78 Okla. 158, 189 Pac. 540. Further-

more, the party against whom the decree was granted was not the owner of the land. Therefore it is submitted that the whole decree was null and void; that the lease to the present plaintiff was valid; and that he accordingly had no right to recover back the money paid.

MORTGAGES — PRIORITIES — PRIORITY OF PURCHASE-MONEY MORTGAGE ACQUIRED AT FORECLOSURE SALE OVER EXISTING SECOND MORTGAGE. — A property owner who had given first and second mortgages purchased the property under a foreclosure of the first mortgage, giving a purchase-money mortgage to the plaintiff, a third person. The plaintiff now seeks to foreclose this mortgage. The second mortgagee claims priority. *Held*, that the plaintiff's mortgage has priority. *Duer* v. *Jaeger*, 186 N. Y. Supp. 584 (Sup. Ct.).

A purchaser at a foreclosure sale of mortgaged property will ordinarily take free from all junior liens or mortgages. *Schnantz* v. *Schellhaus*, 37 Ind. 85; *Heinroth* v. *Frost*, 250 Ill. 102, 95 N. E. 65. But where such purchaser is the mortgagor himself, it is clearly equitable that junior liens be revived against him. *Otter* v. *Lord Vaux*, 6 De. G., M. & G. 638. When, however, he gives a purchase-money mortgage to a third person who pays off the first mortgage, the new mortgage should have priority over the junior lien. See 26 HARV. L. REV. 261. The reason usually given is that the whole transaction is over in a breath, and the purchase-money mortgage has attached before the junior lien has had time to obtain priority. *Warren Mortgage Co.* v. *Winters*, 94 Kan. 615, 146 Pac. 1012; *Rees* v. *Ludington*, 13 Wis. 276. See *Western Tie & Timber Co.* v. *Campbell*, 113 Ark. 570, 169 S. W. 253. Such reasoning is artificial and savors of the mechanical habits of the mediaeval mind. In reality the situation amounts merely to substitution of one first mortgage for another. *See Protestant Episcopal Church* v. *E. E. Lowe Co.*, 131 Ga. 666, 63 S. E. 136; *Haywood* v. *Nooney*, 3 Barb. (N. Y.) 643. At least if the purchase-money mortgage is no greater than the original first mortgage, the junior lien-holder is no worse off than before, and he can urge no equitable grounds upon which he should be promoted to the first place.

POLICE POWER — INTEREST OF PUBLIC HEALTH — LICENSING ACT DISCRIMINATING AGAINST CHIROPRACTORS. — Defendant was convicted under a statute prohibiting the practice of drugless healing without a license. The statute provided that a license could be applied for only on the successful completion of a four-year course in a reputable school teaching that system; whereas for the regular medical and surgical license no definite length of study was required. (1917 ILL. LAWS, p. 580; 1917 ILL. REV. STAT., c. 91, § 9.) Defendant, a chiropractor, attacks the constitutionality of this statute. *Held*, the statute is unconstitutional. *People* v. *Love*, 131 N. E. 809 (Ill.).

The legislature has power to make laws to protect the public health, and so especially to regulate the practice of medicine and healing. *Dent* v. *West Virginia*, 129 U. S. 114. Under this power the legislature may make such regulations of chiropractic as are reasonably related to the public good. *State* v. *Smith*, 233 Mo. 242, 135 S. W. 465. Possibly it could be prohibited altogether, on the ground that more harm than good will come of treating all diseases solely by manipulations of the vertebræ. Courts should respect legislative judgment in such exercise of the police power. See *Jacobson* v. *Massachusetts*, 197 U. S. 11; *Powell* v. *Pennsylvania*, 127 U. S. 678. There is, then, no objection to the statute on the ground of due process. But, as a physician might practice chiropractic under his general license, the question arises whether the legislature is denying equal protection of the laws in requiring fewer years of study for such a license than for a license to practice drugless healing alone. Here again the court should defer to legislative au-